

CITY OF CASA GRANDE, ARIZONA

NOTICE OF INVITATION

The City of Casa Grande will receive an Invitation for the following:

Invitation for Transportation Companies to Join the Coupon for Cabs Program Vendor List

Each invitation shall be in accordance with information to vendors and transportation company questionnaire on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122, where copies can be obtained by calling the City Clerk's Office (520) 421-8600, or a complete packet is available on the City's website: www.casagrandeaz.gov.

PROJECT DESCRIPTION

Coupons for Cabs is a transportation program which provides discounted cab coupons to senior adults 60 years of age or older and to those 18 years of age or older with a disability. Approved participants in the program request coupon booklets at a minimal cost. The coupons can then be applied towards cab fares of participating transportation companies. Limited coupon booklets will be available to the participant each month which will have an expiration date and will be non-refundable.

Coupons for Cabs are a grant funded community service program. Cost containment, through efficient planning and service are essential. The number of transports may vary from month to month depending on the needs of the participants. The max amount to be paid out for this program to the participating transportation companies shall not exceed \$20,500. The program will cease when the availability of fund has been exhausted. Continuance of the program shall be dependent upon future funding.

INSTRUCTIONS TO VENDORS

If you are a vendor who is interested in being on the Vendor List for this program, please review the "Information to Vendor" packet which can be obtained by calling the City Clerk's Office (520) 421-8600, or a complete packet is available on the City's website: www.casagrandeaz.gov. After reviewing the packet if you are willing to meet the requirements of, and perform the scope of work required by, the program, then please read, review, and sign the Questionnaire, which is available at the City's website or the City Clerk's Office, and return it to the Casa Grande City Clerk's Office. Once received by the Clerk's Office, they will send you a contract for services to review and if you agree to the terms of the contract, please sign and return the contract to the City Clerk's Office. Once the City Clerk's Office receives your signed contract and insurance certificates as required by the contract, you will be added to the program's vendor list.

If you have any questions about the program, please contact Erica Perez at 520-421-8760

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Invitation, or to reject any or all invitations; to be the sole judge of the suitability of the materials offered, and to award a contract or contracts for the furnishing of one or more items of the services it deems to be in the best interest of the City.

/s/ James V. Thompson
City Manager

COUPONS FOR CABS PROGRAM INFORMATION TO VENDOR

PROJECT DESCRIPTION

Coupons for Cabs is a transportation program which provides discounted cab coupons to senior adults 60 years of age or older and to those 18 years of age or older with a disability. Approved participants in the program request coupon booklets at a minimal cost. The coupons can then be applied towards cab fares of participating transportation companies. Limited coupon booklets will be available to the participant each month which will have an expiration date and will be non-refundable.

Coupons for Cabs is a grant funded community service program. Cost containment, through efficient planning and service are essential. The number of transports may vary from month to month depending on the needs of the participants. The max amount to be paid out for this program to the participating transportation companies shall not exceed \$20,500. The program will cease when the availability of funds has been exhausted. Continuance of the program shall be dependent upon future funding. The City does not guarantee any minimum number of trips and/or revenue from participation in this program and the citizens who use this program will have the opportunity to choose who they wish from the vendor list.

SCOPE OF WORK

The City of Casa Grande seeks to partner with a qualified transportation company who will:

- Provide timely and quality customer service to program participants.
- Agree to accept official program “coupons” as payment for transportation services rendered.
- Maintain and track participant information along with pick-up/drop-off destinations on authorized billing form (form to be provided by the City of Casa Grande).
- Educate and inform all transportation personnel of all program requirements and updates as needed.
- Provide a smoke-free environment during transport of program participants.
- Ensure all vehicles used in transportation meet all state and federal requirements.
- Ensure that the most direct route and most cost effective coordination of rides be utilized by all personnel.
- Adhere to all ADA service criteria and regulations, and ensure all personnel have a full and complete understanding of all pertinent ADA rules and procedures.
- Be responsible for all vehicles provided for this service, this includes maintenance on owned, leased or for hire vehicles.

GENERAL INFORMATION

I. General Service Specifications

The basic service area includes the Pinal County area, primarily the City of Casa Grande. Services provided by the Vendor shall comply with the ADA and with applicable state and local laws and regulations as well as the policies and requirements of the City of Casa Grande. The successful Vendor will be responsible for providing the following:

- Trained and qualified licensed drivers.
- Sufficient management and dispatch staff to provide service according to the specifications.
- Adequate office space equipped with computerized equipment.
- Electronic transfer of information, e-mail and fax capability.
- Door-to-door service for program participants.
- Insurance coverage as specified.
- Service during all hours specified.
- Proof that Vendor possesses all required state and local licenses and permits, including a City business license.

The City of Casa Grande reserves the right to request any records/documentation from the Vendor for all specifications that apply to the Coupons for Cabs program. All records/documents are to be readily available upon request.

II. Service Parameters

The City of Casa Grande will specify all services the Vendor will perform. The Vendor shall advise the City of Casa Grande of matters of importance and make recommendations when appropriate. Final authorization concerning service parameters shall rest with the City of Casa Grande. Personal Care Attendants may accompany program participants and will ride free of charge. The driver shall assist program participants entering and departing the vehicle, between the outside door and lobby of the pickup or destination and the vehicle, will assist customers with packages, and honor reasonable requests for assistance. The City of Casa Grande does not expect the driver to go past lobby areas or cross thresholds into living spaces. All scheduled trips are to be provided within a 30 minute pickup or ready window.

Drivers shall wait at least five (5) minutes after announcing their arrival at the outside door or lobby of the pickup location. Drivers must receive permission from their dispatcher prior to leaving the pickup location without their scheduled program participant(s).

Standard procedures to locate program participant:

- Operator looks for passenger for five (5) minutes in all the normal waiting locations.
- Operator requests that program participant is paged in stores, if available.
- Operator contacts reception desk at medical facilities, hospitals, senior centers or other locations.
- Operator contacts cashier in restaurants.
- Operator looks outside and areas near inside of mall entrances or apartment complex clubhouse.
- Operator contacts Dispatch and informs them of potential no-show.
- Dispatch checks for any previous, same day drop location to insure driver is at the correct location.
- Dispatch checks records for a phone number of the pickup location, and if available, Dispatch calls program participant.

If no contact has been made, Dispatch calls Operator and instructs Operator to mark program participant as a no show. **If the participant's trip is a "no-show," the driver shall leave a door hanger to inform the program participant that a transportation provider attempted to pick them up.**

The Vendor **shall ensure that sufficient personnel are available during all hours that a vehicle is in service.** This person(s) will be available to relay information to the driver, cancel trips or converse with the City of Casa Grande regarding other information. In the event of illness on board a vehicle, the driver shall advise their dispatcher immediately and the dispatcher will call 911. The Vendor's dispatcher must contact the City of Casa Grande immediately after making appropriate emergency arrangements.

The Vendor and their personnel shall adhere to all ADA service criteria and regulations, and the Vendor's staff must have a full and complete understanding of all pertinent ADA rules and procedures.

The City of Casa Grande will not allow smoking in any vehicles providing transportation services to program participants.

The Vendor will be responsible for all vehicles they provide for this service, this includes maintenance on owned, leased or for hire vehicles. **The Vendor will be required to provide sufficient vehicles to provide the services required. The vendor must have vehicles available that are ADA accessible with a lift or ramp. Vendor will provide sufficient spare vehicles during normal service hours or as demand dictates.** The City of Casa Grande reserves the right to revise any service parameters as needed, in order to meet service needs and regulations.

III. Program Eligibility

Approval into the program is the sole responsibility of the City of Casa Grande. All inquiries about the program should be directed to the City of Casa Grande. Only approved program participants will have coupons made available to them.

IV. Customer Service

The Vendor shall comply with City of Casa Grande procedures for responding to all customer complaints and commendations. All complaints shall be resolved within five (5) working days and appropriate responses made to the person initiating the complaint. Telephone responses are acceptable where immediate action is required but documentation of the contact and remedy shall be provided to the City of Casa Grande. Copies of all complaints and the vendor response shall be forwarded to the City of Casa Grande by the next business working day following delivery of the response to the complainant.

V. Staff Requirements (Drivers and Other Personnel)

The Vendor shall be responsible for providing a sufficient number of qualified trained drivers, staff that includes dispatchers, managers and others to perform the work assigned by the City of Casa Grande. Drivers transporting/serving program participants shall be fully trained and pass all screenings before transporting program participants. In order to ensure a safe reliable service, Vendor must ensure drivers meet the following minimum qualifications:

- Vendor shall perform, or have performed, State and Federal criminal history background checks, Driver's credentials and screening such as DOJ, FBI, Social Security Trace (ID Check), Motor Vehicle Record (MVR), DWIs/DUIs, and Drug and Alcohol checks.
- The City of Casa Grande reserves the right to require any driver employed or contracted by the Vendor to be tested for drug/alcohol abuse with reasonable suspicion, and after any accident involving a fatality or injury resulting in medical treatment away from the accident scene, or any involved vehicle is damaged and has to be towed.
- The Vendor shall be responsible for the cost of all drug/alcohol tests and any other credentials and screenings necessary to meet the requirements of the City of Casa Grande.
- The City of Casa Grande does reserve the right to refuse the assignment of drivers by the Vendor to specific services, and may advise the Vendor of employee's performance, which has a negative effect on the service provided.
- Drivers employed by the Vendor at the time this contract takes effect shall be trained and certified within sixty (60) days of the effective date of the contract. Records must be readily available to the City of Casa Grande if requested.
- The names, employee's records, driving record, drug and alcohol test as well as other credentials and screenings shall be readily available to the City of Casa Grande if requested.
- Drivers will be required to inform program participants that they are picking up for the City of Casa Grande Coupons for Cabs program.

- The City of Casa Grande will require that all assigned drivers be responsible for being familiar with Casa Grande and Pinal County, read English, write English legibly, speak and comprehend English and deal safely and courteously with the public and program participants.
- Vendor shall provide professional drivers that are neat and clean in appearance as well as dress while on duty.
- Vendor must verify that resident alien, shall have a current work permit and/or other valid United States Immigration and Naturalization Service documentation is required. All documentation must be readily available to the City of Casa Grande if requested.
- All drivers operating vehicles for this program shall possess the following:
 - Valid Arizona State Driver's License
 - CDL Certification (as applicable)
 - A current federal Department of Transportation (D.O.T.) drug and alcohol test result
 - Appropriate background screening, driver record issued by the Arizona Department of Motor Vehicles. Drivers' records are to be screened to insure that no driver has more than two moving violations within the past 12 months. No suspension or revocation of driving privileges within the past five (5) years. No conviction of a felony or conviction of a drug/alcohol offense.

All documentation listed must be readily available to the City of Casa Grande if requested.

VI. Driver Education/Training including other Personnel

- The Vendor will conduct and pay for all training. Vendor must state how many training hours to be provided by topic.
- All drivers employed or utilized by the Vendor for this contract shall be trained in defensive and safe driving, securement of a variety of mobility devices, customer assistance methods, ADA sensitivity training and special care, policy and procedures, emergency procedures, and daily vehicle inspections and care. The Vendor will document to the City of Casa Grande that all required personnel have completed this training and information will be available for review if requested by the City of Casa Grande.
- Drivers shall not transport program participants until they have completed all training(s).
- Dispatchers and other personnel assigned to communicate with program participants shall receive sensitivity training, be knowledgeable of public relations skills, proper telephone procedures (including TTY use), accident and incident procedures, radio procedures, as well as a detailed knowledge of operating policies.
- Training procedures of the Vendor shall be in writing and a copy of the Procedures Manual shall be provided to the City of Casa Grande.

VII. Fleet Inventory

The Vendor shall provide directly or indirectly the vehicles to be used for the demand response transportation service. The Vendor shall be responsible for ensuring licensing, maintenance and all other activities necessary to provide the demand response fleet. An appropriate number of vehicles shall meet the following general requirements, unless otherwise authorized by the City of Casa Grande.

- Vehicles must be ADA accessible for passengers that utilize common mobility devices.
- Meet all safety and mechanical standards established by the City of Casa Grande, State statutes and Federal regulations, if any, and have passed all required inspections.
- All wheelchair ramps and lifts must meet and be in compliance of all City of Casa Grande, State and Federal guidelines.
- All vehicles must be free of excessive body damage.
- All vehicles interiors must be clean, and free of excessive tears, damage or graffiti.

- Vehicles shall have fully functioning; air conditioners, heaters and defrosters, speedometers, fuel gauges, serviceable tires, lights and flashers, windshield washers and wipers, and mirrors.
- Each vehicle shall have an identification number in two locations on the exterior of the vehicle that is readily visible and one location on the interior of the vehicle.
- Two-way radios or other means of electronic communication capable of providing communication between the vehicle and the base for all locations in the City of Casa Grande service area.
- Vehicles shall meet City of Casa Grande accessibility needs for transporting ambulatory and wheelchair customers.
- All vehicles shall have GPS to validate location, pick-up and drop-off times.

VIII. Fare Collection

The Vendor will accept official program “coupons” as payment for all transportation services rendered. Vendor’s personnel will be responsible for collecting and submitting all coupons.

- All fares to be charged by Vendor under this program shall be less than or equal to Vendor’s regularly charged fares. If the Vendor’s fares as stated on their Transportation Company Questionnaire are greater than their regularly charged fares, they will not be approved into the program by the City.
- All fares shall be in accordance with the Vendor’s fares as provided on their Transportation Company Questionnaire.
- Driver will collect fare in the form of a coupon (must be official program coupon). Each coupon will have a face value of \$1 and will be paid out to the Vendor at \$1 per coupon.
- Driver shall be responsible for collecting coupon(s) from program participants at the time service is rendered.
- Driver shall be responsible for ensuring each coupon used at the time service is rendered has been signed by the program participant using the coupon(s).
- Driver shall be responsible for verifying the expiration date of each coupon **prior** to service being rendered.
- Program participant is responsible for any payment amount exceeding the number of coupons they have at the time service is rendered.
- Personal Care Attendants (PCA) will not be required to pay a fare and are not subject to a boarding charge. Any program participant may have one PCA ride with them without the PCA paying a fare.
- **Vendor’s personnel may not expect, request, or require tips.**

IX. Invoicing

For the purpose of invoicing, a billing week shall be deemed Sunday through Saturday. The Vendor shall submit a monthly invoice on Company letterhead summarizing driver manifests to the City of Casa Grande on the 5th of each month or next business day. Vendor will keep manifest records on every participant trip provided under this contract. All manifests for rides provided shall be completed and submitted with the monthly invoice.

- Vendor invoice along with all coupons collected shall be submitted monthly to the City of Casa Grande.
- Each coupon will have a face value of \$1 and will be paid out to the participating Vendor at \$1 per coupon.
- Billing will only be accepted for those coupons collected and turned in to the City of Casa Grande during that billing cycle. Billing for services rendered which do not accompany the corresponding coupon(s) will not be paid out to the vendor.
- Coupons that are turned in without a participant signature will not be paid out to the vendor.

- Coupons that appear to be altered will not be paid out to the vendor. Driver shall be responsible for verifying the coupons being used have not been altered in any way **prior** to service being rendered.
- Expired coupons must be turned in along with the authorized billing form within 60 days of expiration date. Expired coupons turned in exceeding a 60 day expiration date will not be paid out.

By submitting a completed invoice to the City of Casa Grande, the Vendor certifies that all amounts billed are in accordance with the agreement for services provided. The City of Casa Grande makes every effort to generate payment for claims within 30-days from initial request. The City of Casa Grande will compensate the Vendor only for those trips meeting the service parameters.

For billing purposes, Vendor shall base charges upon the shortest route from customer pick up to customer drop off at their destination, at the rate provided on the Transportation Questionnaire.

Written notice of any rate changes must be provided to the City of Casa Grande within thirty (30) days prior to the rate change taking effect.

Request for payment should be sent to the following address:

Erica Perez, Recreation Coordinator
Dorothy Powell Senior Adult Center
404 E. Florence Blvd.
Casa Grande, AZ 85122

X. Transportation Company Questionnaire

- The Vendor must fill out the Transportation Company Questionnaire in its entirety along with the following documentation:
 - Copy of the license issued by AZ Dept. of Weights and Measures
 - Completed, signed W-9 form
 - Copy of City of Casa Grande Business License

XI. Proof of Insurance

- As a vendor for the Coupons for Cabs program, the Vendor must submit a Certificate of Insurance in the following amounts:
 - Auto = \$1,000,000
 - Workers Compensation = Minimum State Statutory Limits
- Vendor must list the City as an additional insured. Certificate holder shall be listed as:
 - City of Casa Grande
510 E. Florence Blvd
Casa Grande, AZ 85122

XII. E-Verify

- To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A).

XIII. Compliance with A.R.S. §35-391.06 and 35-393.06

- Vendor, and his/her firm, certifies that it does not have, nor will it for the duration of this contract have, scrutinized business operations in Sudan or Iran as defined in A.R.S. § 35-391.06 and 35-393.06.

IMPORTANT – You must submit a copy of the license issued by AZ Dept. of Weights and Measures as well as a completed, signed W-9 form with this Questionnaire to be considered as a provider for the Coupons for Cabs program.



City of
Casa Grande

TRANSPORTATION COMPANY QUESTIONNAIRE

Name of Transportation Company: _____

Contact Person: _____ Title: _____

Phone: _____ Email: _____

Dept. of Weights & Measures license #: _____

City of Casa Grande Business License #: _____

Phone # to use to arrange taxi voucher transportation: _____
(Must be a published phone number)

Is the phone # a 24-hour number? If not, please state the hours: _____

What hours does your company operate in Casa Grande? _____

Does your company operate throughout the entire City of Casa Grande? _____

Are there areas that you don't serve? Please indicate: _____

List all transportation companies that are served by this phone number and that will participate in this taxi voucher transportation program.

Average response time: _____

Do you prefer advance reservations? Yes _____ No _____

- If yes, how much time before desired pick-up time? _____
- If yes, is there a minimum (or extra) charge for advance reservations? _____

Do you accept "standing" reservations (repeat reservations, e.g., every Tuesday at 10 am from the same origin to the same destination?) Yes _____ No _____

Does your company use computer geocoding? Yes _____ No _____

Can your dispatcher estimate fares easily? Yes _____ No _____
Can the dispatcher tell the taxi voucher subsidy rider the estimated cost of the one-way trip?
Yes _____ No _____

What are your fare charges?

- “The throw” – turning on the meter: _____
This charge includes what? _____ Drop charge of: _____
First 1/8 mile: _____
Other fee(s): _____
- Charge per mileage segment (e.g., per 1/8 mile) _____
What is your mileage segment? _____
- Standing time rate (per hour)? _____
- Average cost during non-rush hours: 5 mile one-way trip? _____
- Average cost during rush hours: 5 mile one-way trip? _____
- Airport fee (if rider driven to/from Sky Harbor)? _____
- Is there a surcharge for additional passengers? Yes _____ No _____
If yes, what is the surcharge per passenger? _____
If yes, do you permit personal care attendants to ride free with developmental disabilities, e.g., mental retardation? _____
- Are these fares less than or equal to your regularly charged fares?
Yes _____ No _____

Can you transport persons in wheelchairs? Yes _____ No _____

If yes, does the following apply?

- Will staff assist participants with transfer into your vehicles? Yes _____ No _____

What are your fees for wheelchair trips? _____

What types of vehicles do you use, e.g., sedan, low-floor van, other? _____

Are there any trips you will decline? Please specify. _____

Are you currently accepting vouchers? If so, from what programs? _____

CONTRACT FOR SERVICES

THIS CONTRACT is entered into this the ____ day of _____, 2010, by and between _____ (hereinafter known as "Contractor"), a _____ authorized to do business in the state of Arizona, whose address is _____, and the City of Casa Grande (hereinafter known as "City"), an Arizona municipal corporation, whose address is 510 East Florence Boulevard, Casa Grande, Arizona 85122.

The City engages the Contractor to perform transportation services for a program known and described as "Coupons for Cabs".

1. Scope of Contractor's Services.

The contractor agrees to provide transportation services to the citizens of Casa Grande who are enrolled in the City's Coupons for Cabs program. These transportation services shall be consistent with the Scope of Work identified as Exhibit "A" and incorporated herein by reference. In exchange for these services the City shall reimburse Contractor one dollar (\$1.00) for every coupon it returns to the City consistent with Exhibit "A". Contractor further acknowledges that City does not guarantee any minimum number of trips and/or revenue from participation in this program and that the citizens who use this program will have the opportunity to choose who they wish from the vendor list. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the Agreement.

2. Assignment and Subcontracting.

No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

3. Independent Contractor.

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

4. No Guarantee of Employment.

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

5. Taxes.

The Contractor understands and acknowledges that the City will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

6. Regulations and Requirement.

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

7. Right to Review.

This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.

8. Modifications.

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. Termination for Default.

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the City's option,

obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience.

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

11. Equal Opportunity.

This Agreement, and the parties thereto, shall comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4 as they relate to equal opportunity.

12. Venue and Choice of Law.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona.

13. Insurance.

13.1 Liability Insurance.

The insurance coverages to be purchased and maintained are:

13.1.1 Workers' Compensation. Contractor shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Contractor's employees engaged in the performance of the Services within this Agreement.

13.1.2 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Contractor's services.

13.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from contractor's insurers showing that the coverage required above has been obtained.

13.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

13.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

13.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

13.3 Severability of Interests. The policy referenced in 13.1.2 shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

13.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for City of Casa Grande's benefit.

13.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor's financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

14. Withholding Payment.

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

15. Future Non-Allocation of Funds.

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies.

16. Disputes.

16.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

16.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

16.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

17. Conflict of Interest.

This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

18. Indemnification.

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss or use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set for the herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the City's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

19. Notice.

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney's Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

20. Severability.

If any term or condition of this contract or the application thereof to any person(s) or circumstance(s) is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

21. Waiver.

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

22. Discrimination.

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

23. Entire Agreement.

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

24. E-Verify.

To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City's random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

25. Compliance with A.R.S. §35-391.06 and 35-393.06

Contractor, and his/her firm, certifies that it does not have, nor will it for the duration of this contract have, scrutinized business operations in Sudan or Iran as defined in A.R.S. § 35-391.06 and 35-393.06.

Dated this the ____ day of _____, 2010.

City of Casa Grande, an Arizona
municipal corporation.

By: _____
James V. Thompson,
City Manager

By: _____

Gloria Leija, City Clerk CMC/AAE

Brett Wallace, City Attorney

State of _____)
) ss
County of _____)

On this ____ day of ____, ____, ____ personally appeared before the undersigned and acknowledged ____ self to be the ____ of ____, being authorized so to do, executed the Agreement between ____ and the City (identified in City of Casa Grande records as C.G. Contract No. ____) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: _____

EXHIBIT “A”—SCOPE OF SERVICES

DRAFT